AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
        <u>Large Scale Computers</u>

- Application Software
- Electronic Commerce (EC) Software
- Communications Software

        <u>Microcomputers</u>

- Application Software
- Electronic Commerce (EC) Software
- Communications Software

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

BARR SYSTEMS

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D307   Automated Information Systems Design and Integration Services

FPDS Code D308   Programming Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Barr Systems LCC
4500 NW 27th Ave
Gainesville FL 32606
352.491.3100
www.barrsystems.com

Contract Number: GS-35F-0320X

Period Covered by Contract: April 7, 2011 through April 6, 2016

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #1 (eMod ID #V9BIJWOG) , dated 07/26/2011.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

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BARR SYSTEMS

1. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:
- ☒ The Geographic Scope of Contract will be domestic and overseas delivery.
- [ ] The Geographic Scope of Contract will be overseas delivery only.
- [ ] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card).   In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

800-227-7797

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4.   STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **78-415-3996**
Block 30: Type of Contractor: **B.   Other Small Business**

Block 31: Woman-Owned Small Business - **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): **20-4800502**
Block 40: Veteran Owned Small Business (VOSB): **No**

4a.   CAGE Code: **4JRK6**

4b.   Contractor has registered with the Central Contractor Registration Database.

5.   FOB DESTINATION

6.   DELIVERY SCHEDULE

a.   TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	**TBD at the Task Order Level** Days
132-50	**TBD at the Task Order Level** Days
132-33/34	**Standard Delivery _3-5_** Days
132-33/34	**Urgent Delivery** is available-Ordering Agency shall contact Barr for Urgent Delivery

b.   URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c.   i.   SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders,

service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7.   **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

   a.   Prompt Payment: **0** % - **NET 30** days from receipt of invoice or date of acceptance, whichever is later.

   b.   Quantity– **N/A**

   c.   Dollar Volume– **N/A**

   d.   Government Educational Institutions– **N/A**

   e.   Other– **N/A**

8.   **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9.   **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10.   **Small Requirements:** The minimum dollar value of orders to be issued is $**100**.

11.   **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

   The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

   Special Item Number 132-33 - Perpetual Software Licenses
   Special Item Number 132-34 - Maintenance of Software as a Service
   Special Item Number 132-51 - Information Technology Professional Services

12.   **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a.　　FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b.　　FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13.　　FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1　　FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):
Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2　　FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14.　　CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a)　Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b)　Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1)   Manufacturer;

(2)   Manufacturer's Part Number; and

(3)   Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17.   PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

(1)   All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2)   The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3)   The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4)   All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18.   CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a.   For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1)   Time of delivery/installation quotations for individual orders;

(2)   Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3)   Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b.   The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19.   OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a

reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20.   BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21.   CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22.   INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23.   SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: www.Section508.gov/.

24.   PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

  (a)   A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

  (b)   The following statement:

       This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25.   INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a)   The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b)   Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

     (1)   For such period as the laws of the State in which this contract is to be performed prescribe; or

     (2)   Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c)   The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26.   SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27.   ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

BARR SYSTEMS

2. TERMS AND CONDITIONS

PRICES SHOWN HEREIN ARE NET (DISCOUNT DEDUCTED)

> **TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1.   INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

Effective May 1, 2006

Barr Systems, LLC License and Warranty Agreement

Software License Agreement: Single-User Limited License Grant

Barr Systems, LLC ("Barr Systems") grants and Licensee accepts the terms and conditions of this agreement which provide a non-transferable and non-exclusive license to use the software program ("Licensed Software") enclosed herewith or any updates provided by Barr pursuant to an effective Licensed Software and the Product Hardware Maintenance Agreement ("ASA") on one single-user workstation, so long as Licensee complies with the terms of this agreement. Licensee's rights hereunder are those of a licensed user only and the Licensed Software shall at all times remain the property of Barr Systems. Licensee agrees to pay for licenses for additional user copies of the Licensed Software if Licensee intends to, or does, use it on more than one single-user workstation at a time.

Acceptance

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Barr Systems shall indemnify, defend, and hold harmless Licensee, its directors, officers, employees, agents, and other representatives, from and against any damage, loss, expense or liability (including without limitation reasonable attorney's fees and court costs) arising out of, resulting from, or related to any alleged infringement by the Licensed Software or any other product or service provided Licensee by Barr Systems pursuant to this agreement of any copyrights, patents, or trademarks, or the trade secret rights of a third party, provided Licensee gives Barr Systems reasonable notice of the suit or claim of infringement.

Infringement Indemnification

Barr Systems will defend or settle at its own expense any action brought against Licensee to the extent that is based on a claim that the services or products furnished by Barr Systems infringe a United States patent or other applicable patent or copyright, or violate a trade secret agreement, and Barr Systems will pay any costs, fees and damages finally awarded against Licensee in any such action which is attributed to any such claim, or any settlement of such claim, as the case may be, provided that Barr Systems shall be given prompt written notice of any such alleged infringement or violation and shall be afforded the opportunity of sole defense of any such allegation. Should the service or product furnished by Barr Systems become, or in Barr Systems' opinion be likely to become, the subject of a claim of infringement of a patent or copyright or violation of a trade secret agreement, Barr Systems shall either: (a) procure for Licensee the right to continue using the service or product or (b) replace such service or product with a functionally-equivalent service or product, or modify such service or product to make it non-infringing, in either case, as acceptable to Barr Systems in its sole discretion. The foregoing states the entire liability of Barr Systems with respect to claims of infringement of patents or copyrights or violations of trade secret agreements.

Confidential Information

"Confidential Information," as used herein, shall mean: (i) the software, systems, procedures, business plans, business strategies, internal organization, internal telephone directory, designs, flow charts, plans, product and component drawings, specifications, manuals, supplier lists, customer lists, customer data, cost and price data, marketing information and other data and information relating to the existing or planned business, software, or information technology systems of Licensee; (ii) the work product, and any other confidential information or trade secrets respecting the business affairs or property of Licensee; (iii) any nonpublic information regarding the identity, personal health or financial information of any customers or employees of Licensee; and (iv) all notes, analyses, compilations, studies or other material containing any of the information described in clauses (i), (ii) and (iii) above.

(a) Confidentiality Obligation. Barr Systems agrees that all of the Confidential Information is confidential to Licensee. Except as required by law, Barr Systems shall keep the Confidential Information secret, and Barr Systems shall not use to its own advantage, or sell, transfer, publish, disclose, display or otherwise make available any Confidential Information to any person other than an employee of Barr Systems with a need to know such information in order to provide services to Licensee under this Agreement, without prior written approval from an authorized representative of Licensee or as otherwise contemplated by this Agreement. Barr Systems shall use the same standard of care as it uses to protect its own confidential information and trade secrets (but not less than reasonable care), and shall bind its employees, agents or representatives to such standard, to prevent disclosure of Confidential Information. Barr Systems shall hold harmless and indemnify Licensee fully for any cost, fine, expense, and/or damage caused Licensee by Barr Systems' breach of its obligation under this Section, which indemnity shall survive the expiration and/or termination of this Agreement.

(b) Copies. Barr Systems shall not make, nor permit to be made, any copies of Confidential Information, except to the extent such copying arises solely as a result of providing services under this Agreement. Upon written request by Licensee, Barr Systems shall provide a list of its employees (if any) that have had or shall have access to any Confidential Information.

(c) <u>Exclusions</u>. Information received by Barr Systems under this Agreement shall not be considered Confidential Information if such information:

> (i) is lawfully known to Barr Systems or is in Barr Systems' possession at the time of executing this Agreement;
>
> (ii) is already in the public domain at the time of disclosure;
>
> (iii) is independently developed by Barr Systems; or
>
> (iv) is disclosed to Barr Systems by a third party not under any obligation of confidentiality to Licensee.

Miscellaneous

These definitions shall govern the use of terms in this agreement: "Barr Systems, LLC", a Florida Limited Liability Company, whose address is 4500 NW 27 Avenue, Gainesville, Florida 32606-7031, is the author and owner of the Licensed Software; "Single-user workstation" is defined to include any device from which the enclosed Licensed Software may be used or accessed; "Multiple user" is defined as more than one single-user workstation. Where networks of terminals are used, each such terminal shall be counted as a separate single-user workstation and must be licensed individually; "Licensed Software" is the computer program licensed to Licensee, regardless of the form in which Licensee may subsequently use it, and regardless of any modification which Licensee may make to it. The Licensed Software is distributed in machine-readable form only and no source code is provided; "License" means this agreement and the rights and obligations which it creates under the United States Copyright law and the laws of the several states and territories of the United States; "Licensee" refers to the end user (individual or company) who completed and returned the registration card accompanying this license agreement; "Product Hardware" refers to any computer hardware manufactured, sold or distributed by Barr Systems.

This is the entire agreement between Barr Systems and Licensee and it cannot and shall not be modified by purchase orders, advertising, or other representations of anyone.

All notices or other communications given under this agreement shall be in writing, sent to the address presented above as the principal place of business of Barr Systems, or such other addresses as Barr Systems may designate in writing.

In the event either (1) either party becomes insolvent or bankrupt or (2) either party materially breaches this agreement, the party which is not bankrupt, insolvent or in breach shall have no further obligation to provide products, services or payments pursuant to this agreement.

Both parties acknowledge that they have read all the terms of this agreement, understand it and are authorized to enter into it and agree to be bound by its terms and that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written.

If any provision, or portion thereof, of this agreement shall be deemed invalid and/or inoperative, under any applicable statute or rule of law, it is to that extent to be deemed omitted and shall have no effect on any other provisions of the agreement.

This agreement shall be construed and enforced in accordance with the laws of the State of Florida and is deemed entered into at Alachua County, Florida, by both parties .

BARR SYSTEMS

3.   TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number *800-227-7797* for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from *9:00 am to 5:00 pm EST Monday-Friday, limited emergency on call support outside these hours*.

4.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined: (select software maintenance type) :

___**X**_____   1.   Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

_____   2.   Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5.   PERIODS OF MAINTENANCE (SIN 132-34)

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.   Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a.   The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b.   Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c.   The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d.   The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **N/A**% of all term license payments during the period that the software was under a term license within the ordering activity.

7.   TERM LICENSE CESSATION

a.   After a software product has been on a continuous term license for a period of **N/A** * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b.   The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8.   UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the   ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9.   SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Barr EOM is a comprehensive output management product that gives organizations control of what, when, and how they produce and deliver information. It helps organizations lower the rising costs of printing and document delivery, simplify the difficulty of managing output from applications on multiple operating systems, and unify print, email and web distribution. Barr EOM is built on a scalable platform, capable of handling output management for organizations with just a few printers and destinations to organizations with tens of thousands of printers and destinations. Barr EOM can be configured for any and all of the following scenarios.

Production Print Management – including operational, printer, and job level control, print stream transformations and document reengineering for print-ready documents, load balancing, document bursting and bundling, automation and scheduling, and process design.

Distributed Print Management – including enterprise queue management, printer discovery and monitoring, manual and automated failover printing, dynamic document routing via business rules, integrated page modification tools for print streams, and page counting and reporting.

Office Print Management – including comprehensive auditing and tracking, printer discovery and monitoring, cost allocation tools, support for all brands and type of devices, and security features to determine who is allowed to print, what they are allowed to print, and where they are allowed to print.

Electronic Document Delivery – including integrated print, web, and email delivery tools, PDF creation and indexing, document bursting and bundling, dynamic document routing via business rules and data extraction.

Barr EOM is not limited to just these scenarios. Many times, organizations need to address issues in more than one area. Here, Barr EOM excels in providing a single tool that can replace multiple outdated applications and processes. Take a look at all of the features you can enable with Barr EOM.

Sources – connect and capture files from Windows applications, Mainframes, AS/400s, UNIX machines, and more.

Destinations – send documents anywhere you need including high speed production printers, multi-function printers, email addresses, and document management systems.

Alerts– monitor the status of your output management system including the printers and processes.

Business Rules– create rules for documents based upon time, date, color, file size, author, page count, content, printer availability, and more. .

Process Designer– configure a string of actions for a document (transforms, modifications, etc) which happen in sequence.

Document Properties– set properties for orientation, color, duplex, stapling, hole punch, tray calls, etc.

Document Library–organize documents and present them online via a web browser in addition to or instead of printing them.

Audits and Reports– track every document, every device event, and every click by an user in the system.

User Management–use Microsoft´s Active Directory as well as other LDAP servers to setup security and permissions for users, groups, and departments.

11.   RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.   **None**

SOFTWARE PRICING

SIN	PRODUCT DESCRIPTION	GSA PRICE
	Barr Enterprise Print Server Component	
132-33	Barr Enterprise Print Server	$1,710.71
132-33	Hot Spare/Contingency Barr Enterprise Print Server	$1,012.46
132-34	Barr Enterprise Print Server ASA	$262.34
132-33	BARR/PRINT TCP/IP	$2,139.46
132-33	Hot Spare/Contingency BARR/PRINT TCP/IP	$1,266.21
132-34	BARR/PRINT TCP/IP ASA	$328.09
132-33	BARR/NJE (per host connection)	$1,281.96
132-33	Hot Spare/Contingency BARR/NJE (per host connection)	$758.71
132-34	BARR/NJE (per host connection) ASA	$196.59
132-33	BARR/RJE (per host connection)	$1,281.96
132-33	Hot Spare/Contingency BARR/RJE (per host connection)	$758.71
132-34	BARR/RJE (per host connection) ASA	$196.59
132-33	EE Link [1]	$853.21

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency EE Link [1]	$504.96
132-34	EE Link [1] ASA	$130.84
132-33	BARR/PRINT to EPS	$2,139.46
132-33	Hot Spare/Contingency BARR/PRINT to EPS	$633.11
132-34	BARR/PRINT to EPS ASA	$328.09
132-33	Additional Production Printers (per printer)	$1,710.71
132-33	Hot Spare/Contingency Additional Production Printers (per printer)	$1,012.46
132-34	Additional Production Printers (per printer) ASA	$262.34
	1 – Requires either BARR/RJE or BARR/NJE	
	Note: ASA is the annual maintenance fee	
	Barr EOM Core Component	
132-33	Barr EOM Server (includes 2 hours of pre-scheduled remote Professional Services)	$4,283.21
132-33	Hot Spare/Contingency Barr EOM Server (Virtual or Physical)	$2,534.96
132-34	Barr EOM Server (Virtual or Physical) ASA	$656.84
132-33	Additional Servers running EOM Services	$1,710.71
132-33	Hot Spare/Contingency Additional Servers running EOM Services	$1,012.46
132-34	Additional Servers running EOM Services ASA	$262.34
	Barr EOM General Applications Component	
132-33	Document Library	$4,283.21
132-33	Hot Spare/Contingency Document Library	$2,534.96
132-34	Document Library ASA	$656.84
132-33	Document Processes	$4,283.21
132-33	Hot Spare/Contingency Document Processes	$2,534.96
132-34	Document Processes ASA	$656.84
132-33	Email Engine (per server)	$4,277.83
132-34	ASA for Email Engine (per server)	$654.26

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Universal Print Preferences	$4,283.21
132-33	Hot Spare/Contingency Universal Print Preferences	$2,534.96
132-34	Universal Print Preferences ASA	$656.84
	Quota Manager-Standard (includes 1st yr ASA) **(minimum purchase of 100 users)**	
132-33	Quota Manager 100-249	$12.86
132-33	Hot Spare/Contingency Quota Manager 100-249	$7.61
132-33	Quota Manager 250 - 499	$10.29
132-33	Hot Spare/Contingency Quota Manager 250 - 499	$6.09
132-33	Quota Manager 500 - 999	$8.58
132-33	Hot Spare/Contingency Quota Manager 500 - 999	$5.08
132-33	Quota Manager 1000 - 2499	$6.86
132-33	Hot Spare/Contingency Quota Manager 1000 - 2499	$4.06
132-33	Quota Manager 2500 - 4999	$6.00
132-33	Hot Spare/Contingency Quota Manager 2500 - 4999	$3.55
132-33	Quota Manager 5000 - 9999	$5.15
132-33	Hot Spare/Contingency Quota Manager 5000 - 9999	$3.05
132-33	Quota Manager 10000 - 24999	$4.72
132-33	Hot Spare/Contingency Quota Manager 10000 - 24999	$2.79
132-33	Quota Manager 25000 - 49999	$4.29
132-33	Hot Spare/Contingency Quota Manager 25000 - 49999	$2.54
132-33	Quota Manager 50000 - 99999	$3.86
132-33	Hot Spare/Contingency Quota Manager 50000 - 99999	$2.28
132-33	Quota Manager 100000 or more users	$3.43
132-33	Hot Spare/Contingency Quota Manager 100000 or more users	$2.03
132-34	ASA for Quota Manager Advanced 50000 - 99999	$0.79
	Quota Manager-Advanced, includes 1st yr ASA and **desktop client **(minimum purchase of 100 users)**	
132-33	Quota Manager Advanced 100 - 249	$21.44

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency Quota Manager Advanced 1000 - 2499	$12.69
132-33	Quota Manager Advanced 250 - 499**	$18.01
132-33	Hot Spare/Contingency Quota Manager Advanced 250 - 499**	$10.66
132-33	Quota Manager Advanced 500 - 999	$15.44
132-33	Hot Spare/Contingency Quota Manager Advanced 500 - 999	$9.14
132-33	Quota Manager Advanced 1000 - 2499	$12.86
132-33	Hot Spare/Contingency Quota Manager Advanced 1000 - 2499	$7.61
132-33	Quota Manager Advanced 2500 - 4999	$10.29
132-33	Hot Spare/Contingency Quota Manager Advanced 2500 - 4999	$6.09
132-33	Quota Manager Advanced 5000 - 9999	$7.72
132-33	Hot Spare/Contingency Quota Manager Advanced 5000 - 9999	$4.57
132-33	Quota Manager Advanced 10000 - 24999	$6.86
132-33	Hot Spare/Contingency Quota Manager Advanced 10000 - 24999	$4.06
132-33	Quota Manager Advanced 25000 - 49999	$6.00
132-33	Hot Spare/Contingency Quota Manager Advanced 25000 - 49999	$3.55
132-33	Quota Manager Advanced 50000 - 99999	$5.15
132-33	Hot Spare/Contingency Quota Manager Advanced 50000 - 99999	$3.05
132-33	Quota Manager Advanced 100000 or more users	$4.29
132-33	Hot Spare/Contingency Quota Manager Advanced 100000 or more users	$2.54
	Release Stations (RS) (includes 1st yr ASA)	
132-33	Release Stations 1 - 9	$192.94
132-33	Hot Spare/Contingency Release Stations 1 - 9	$114.19
132-33	Release Stations 10 - 49	$150.06
132-33	Hot Spare/Contingency Release Stations 10 - 49	$88.81
132-33	Release Stations 50 -99	$128.63
132-33	Hot Spare/Contingency Release Stations 50 -99	$76.13
132-33	Release Stations 100 - 499	$107.19
132-33	Hot Spare/Contingency Release Stations 100 - 499	$63.44

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Release Stations 500 or more	$85.75
132-33	Hot Spare/Contingency Release Stations 500 or more	$50.75
	Embedded Release Stations (RS) (includes 1st yr ASA)	
132-33	Embedded Release Stations 1 - 9	$493.06
132-33	Hot Spare/Contingency Embedded Release Stations 1 - 9	$152.25
132-33	Embedded Release Stations 10 - 49	$407.31
132-33	Hot Spare/Contingency Embedded Release Stations 10 - 49	$241.06
132-33	Embedded Release Stations 50 -99	$343.00
132-33	Hot Spare/Contingency Embedded Release Stations 50 -99	$203.00
132-33	Embedded Release Stations 100 - 499	$300.13
132-33	Hot Spare/Contingency Embedded Release Stations 100 - 499	$177.63
132-33	Embedded Release Stations 500 or more	$257.25
132-33	Hot Spare/Contingency Embedded Release Stations 500 or more	$152.25
	Barr EOM Print Stream Applications for PCL/PostScript/PDF/ASCII/EBCDIC/Raster Image	
132-33	Transform Engine	$4,283.21
132-33	Hot Spare/Contingency Transform Engine	$2,534.96
132-34	Transform Engine ASA	$656.84
132-33	Page Modification Filters	$4,283.21
132-33	Hot Spare/Contingency Page Modification Filters	$2,534.96
132-34	Page Modification Filters ASA	$656.84
	Barr EOM User Interfaces	
132-33	Operator Console (per concurrent operator console)	$853.21
132-33	Hot Spare/Contingency Operator Console (per concurrent operator console)	$504.96
132-34	Operator Console (per concurrent operator console) ASA	$130.84
132-33	Concurrent Web User (per concurrent user)	$214.38
132-33	Hot Spare/Contingency Concurrent Web User (per concurrent user)	$126.88
132-34	Concurrent Web User (per concurrent user) ASA	$32.88
132-33	Web Client Access License (per licensed user)	$21.44

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency Web Client Access License (per licensed user)	$12.69
132-34	Web Client Access License (per licensed user) ASA	$3.29
	Barr EOM Sources	
132-33	Web Upload (per server)	$4,283.21
132-33	Hot Spare/Contingency Web Upload (per server)	$2,534.96
132-34	Web Upload (per server) ASA	$656.84
132-33	RJE (per host connection)	$853.21
132-33	Hot Spare/Contingency RJE (per host connection)	$504.96
132-34	RJE (per host connection) ASA	$130.84
132-33	NJE (per host connection)	$853.21
132-33	Hot Spare/Contingency NJE (per host connection)	$504.96
132-34	NJE (per host connection) ASA	$130.84
132-33	MQ Series (per host connection)	$853.21
132-33	Hot Spare/Contingency MQ Series (per host connection)	$504.96
132-34	MQ Series (per host connection) ASA	$130.84
	Barr EOM Destinations	
132-33	Standard Destinations (network folders, FTP, and non-production printers), per Destination	$167.21
132-33	Hot Spare/Contingency Standard Destinations (network folders, FTP, and non-production printers), per Destination	$98.96
132-34	Standard Destinations (network folders, FTP, and non-production printers), per Destination ASA	$25.64
132-33	Production Printers, per Destination	$2,568.21
132-33	Hot Spare/Contingency Production Printers, per Destination	$1,519.96
132-34	Production Printers, per Destination ASA	$393.84
	DB Transform/Page Modification Suite Component	
132-33	Base Module-Standard	$6,855.71
132-33	Hot Spare/Contingency Base Module-Standard	$4,057.46
132-34	Base Module-Standard ASA	$1,051.34
132-33	Advanced Page Modification-Standard	$5,998.21

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency Advanced Page Modification-Standard	$3,549.96
132-34	Advanced Page Modification-Standard ASA	$919.84
132-33	Input Filter: Raster Formats-Standard	$3,425.71
132-33	Hot Spare/Contingency Input Filter: Raster Formats-Standard	$2,027.46
132-34	Input Filter: Raster Formats-Standard ASA	$525.34
132-33	Input Filter: AFP Mixed Mode-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: AFP Mixed Mode-Standard	$3,042.46
132-34	Input Filter: AFP Mixed Mode-Standard ASA	$788.34
132-33	Input Filter: AFP MO:DCA-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: AFP MO:DCA-Standard	$3,042.46
132-34	Input Filter: AFP MO:DCA-Standard ASA	$788.34
132-33	Input Filter: PDF-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: PDF-Standard	$3,042.46
132-34	Input Filter: PDF-Standard ASA	$788.34
132-33	Input Filter: SAP GOF-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: SAP GOF-Standard	$3,042.46
132-34	Input Filter: SAP GOF-Standard ASA	$788.34
132-33	Input Filter: ASCII/EBCDIC-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: ASCII/EBCDIC-Standard	$3,042.46
132-34	Input Filter: ASCII/EBCDIC-Standard ASA	$788.34
132-33	Input Filter: RTF-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: RTF-Standard	$3,042.46
132-34	Input Filter: RTF-Standard ASA	$788.34
132-33	Input Filter: WMF-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: WMF-Standard	$3,042.46
132-34	Input Filter: WMF-Standard ASA	$788.34
132-33	Input Filter: Application Renderer-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: Application Renderer-Standard	$3,042.46

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-34	Input Filter: Application Renderer-Standard ASA	$788.34
132-33	Input Filter: Metacode-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: Metacode-Standard	$3,042.46
132-34	Input Filter: Metacode-Standard ASA	$788.34
132-33	Input Filter: Xerox LCDS-Standard	$5,140.71
132-33	Hot Spare/Contingency Input Filter: Xerox LCDS-Standard	$3,042.46
132-34	Input Filter: Xerox LCDS-Standard ASA	$788.34
132-33	Input Filter: Xerox VIPP-Standard	$9,428.21
132-33	Hot Spare/Contingency Input Filter: Xerox VIPP-Standard	$5,579.96
132-34	Input Filter: Xerox VIPP-Standard ASA	$1,445.84
132-33	Base Module-High Speed	$10,285.71
132-33	Hot Spare/Contingency Base Module-High Speed	$6,087.46
132-34	Base Module-High Speed ASA	$1,577.34
132-33	Advanced Page Modification-High Speed	$8,570.71
132-33	Hot Spare/Contingency Advanced Page Modification-High Speed	$5,072.46
132-34	Advanced Page Modification-High Speed ASA	$1,314.34
132-33	Input Filter: Raster Formats-High Speed	$5,140.71
132-33	Hot Spare/Contingency Input Filter: Raster Formats-High Speed	$3,042.46
132-34	Input Filter: Raster Formats-High Speed ASA	$788.34
132-33	Input Filter: AFP Mixed Mode-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: AFP Mixed Mode-High Speed	$4,057.46
132-34	Input Filter: AFP Mixed Mode-High Speed ASA	$1,051.34
132-33	Input Filter: AFP MO:DCA-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: AFP MO:DCA-High Speed	$4,057.46
132-34	Input Filter: AFP MO:DCA-High Speed ASA	$1,051.34
132-33	Input Filter: PDF-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: PDF-High Speed	$4,057.46
132-34	Input Filter: PDF-High Speed ASA	$1,051.34

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Input Filter: PCL6-High Speed	$6,847.10
132-34	Input Filter: PCL6-High Speed ASA	$1,047.20
132-33	Input Filter: PostScript -High Speed	$6,847.10
132-34	Input Filter: PostScript -High Speed ASA	$1,047.20
132-33	Input Filter: SAP GOF-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: SAP GOF-High Speed	$4,057.46
132-34	Input Filter: SAP GOF-High Speed ASA	$1,051.34
132-33	Input Filter: ASCII/EBCDIC-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: ASCII/EBCDIC-High Speed	$4,057.46
132-34	Input Filter: ASCII/EBCDIC-High Speed ASA	$1,051.34
132-33	Input Filter: RTF-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: RTF-High Speed	$4,057.46
132-34	Input Filter: RTF-High Speed ASA	$1,051.34
132-33	Input Filter: WMF-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: WMF-High Speed	$4,057.46
132-34	Input Filter: WMF-High Speed ASA	$1,051.34
132-33	Input Filter: Application Renderer-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: Application Renderer-High Speed	$4,057.46
132-34	Input Filter: Application Renderer-High Speed ASA	$1,051.34
132-33	Input Filter: Metacode-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: Metacode-High Speed	$4,057.46
132-34	Input Filter: Metacode-High Speed ASA	$1,051.34
132-33	Input Filter: Xerox LCDS-High Speed	$6,855.71
132-33	Hot Spare/Contingency Input Filter: Xerox LCDS-High Speed	$4,057.46
132-34	Input Filter: Xerox LCDS-High Speed ASA	$1,051.34
132-33	Input Filter: IPDS Printer Emulation (B/W)-High Speed	$7,713.21
132-33	Hot Spare/Contingency Input Filter: IPDS Printer Emulation (B/W)-High Speed	$4,564.96
132-34	Input Filter: IPDS Printer Emulation (B/W)-High Speed ASA	$1,182.84

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Input Filter: IPDS Printer Emulation (Additional B/W Printers)-High Speed	$5,655.21
132-33	Hot Spare/Contingency Input Filter: IPDS Printer Emulation (Additional B/W Printers)-High Speed	$3,346.96
132-34	Input Filter: IPDS Printer Emulation (Additional B/W Printers)-High Speed ASA	$867.24
132-33	Input Filter: Xerox VIPP-High Speed	$13,715.71
132-33	Hot Spare/Contingency Input Filter: Xerox VIPP-High Speed	$8,117.46
132-34	Input Filter: Xerox VIPP-High Speed ASA	$2,103.34
132-33	Output Filter: Raster Formats-Standard	$3,425.71
132-33	Hot Spare/Contingency Output Filter: Raster Formats-Standard	$2,027.46
132-34	Output Filter: Raster Formats-Standard ASA	$525.34
132-33	Output Filter: AFP/MO:DCA-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: AFP/MO:DCA-Standard	$3,042.46
132-34	Output Filter: AFP/MO:DCA-Standard ASA	$788.34
132-33	Output Filter: PDF-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: PDF-Standard	$3,042.46
132-34	Output Filter: PDF-Standard ASA	$788.34
132-33	Output Filter: PCL-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: PCL-Standard	$3,042.46
132-34	Output Filter: PCL-Standard ASA	$788.34
132-33	Output Filter: ASCII/EBCDIC-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: ASCII/EBCDIC-Standard	$3,042.46
132-34	Output Filter: ASCII/EBCDIC-Standard ASA	$788.34
132-33	Output Filter: PostScript-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: PostScript-Standard	$3,042.46
132-34	Output Filter: PostScript-Standard ASA	$788.34
132-33	Output Filter: Xerox Metacode-Standard	$5,140.71
132-33	Hot Spare/Contingency Output Filter: Xerox Metacode-Standard	$3,042.46
132-34	Output Filter: Xerox Metacode-Standard ASA	$788.34
132-33	Output Filter: Raster Formats-High Speed	$5,140.71

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency Output Filter: Raster Formats-High Speed	$3,042.46
132-34	Output Filter: Raster Formats-High Speed ASA	$788.34
132-33	Output Filter: AFP/MO:DCA-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: AFP/MO:DCA-High Speed	$4,057.46
132-34	Output Filter: AFP/MO:DCA-High Speed ASA	$1,051.34
132-33	Output Filter: PDF-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: PDF-High Speed	$4,057.46
132-34	Output Filter: PDF-High Speed ASA	$1,051.34
132-33	Output Filter: PCL-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: PCL-High Speed	$4,057.46
132-34	Output Filter: PCL-High Speed ASA	$1,051.34
132-33	Output Filter: ASCII/EBCDIC-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: ASCII/EBCDIC-High Speed	$4,057.46
132-34	Output Filter: ASCII/EBCDIC-High Speed ASA	$1,051.34
132-33	Output Filter: PostScript-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: PostScript-High Speed	$4,057.46
132-34	Output Filter: PostScript-High Speed ASA	$1,051.34
132-33	Output Filter: Xerox Metacode-High Speed	$6,855.71
132-33	Hot Spare/Contingency Output Filter: Xerox Metacode-High Speed	$4,057.46
132-34	Output Filter: Xerox Metacode-High Speed ASA	$1,051.34
	IPDS/IJPDS Outputs	
132-33	IPDS Workgroup (Up to 25 printers under 30 PPM, price per workgroup)	$4,283.21
132-33	Hot Spare/Contingency IPDS Workgroup (Up to 25 printers under 30 PPM, price per workgroup)	$2,534.96
132-34	IPDS Workgroup (Up to 25 printers under 30 PPM, price per workgroup) ASA	$656.84
132-33	IPDS Production Printer (per printer)	$12,429.46
132-33	Hot Spare/Contingency IPDS Production Printer (per printer)	$7,356.21
132-34	IPDS Production Printer (per printer) ASA	$1,906.09
132-33	IJPDS B/W or 2C Color (per printer)	$13,715.71

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency IJPDS B/W or 2C Color (per printer)	$8,117.46
132-34	IJPDS B/W or 2C Color (per printer) ASA	$2,103.34
132-33	IJPDS 4C Color (per printer)	$21,004.46
132-33	Hot Spare/Contingency IJPDS 4C Color (per printer)	$12,431.21
132-34	IJPDS 4C Color (per printer) ASA	$3,221.09
	ADEPT Transform Suite for the Barr Enterprise Print Server	
132-33	AFP Input	$2,568.21
132-33	Hot Spare/Contingency AFP Input	$1,519.96
132-34	AFP Input ASA	$393.84
132-33	PCL Input	$2,568.21
132-33	Hot Spare/Contingency PCL Input	$1,519.96
132-34	PCL Input ASA	$393.84
132-33	PostScript Input	$2,568.21
132-33	Hot Spare/Contingency PostScript Input	$1,519.96
132-34	PostScript Input ASA	$393.84
132-33	Xerox Metacode/LCDS Input	$2,568.21
132-33	Hot Spare/Contingency Xerox Metacode/LCDS Input	$1,519.96
132-34	Xerox Metacode/LCDS Input ASA	$393.84
132-33	PDF Input	$2,568.21
132-33	Hot Spare/Contingency PDF Input	$1,519.96
132-34	PDF Input ASA	$393.84
132-33	PCL Output	$5,140.71
132-33	Hot Spare/Contingency PCL Output	$3,042.46
132-34	PCL Output ASA	$788.34
132-33	PostScript Output	$5,140.71
132-33	Hot Spare/Contingency PostScript Output	$3,042.46
132-34	PostScript Output ASA	$788.34
132-33	PDF Output	$5,140.71

SIN	PRODUCT DESCRIPTION	GSA PRICE
132-33	Hot Spare/Contingency PDF Output	$3,042.46
132-34	PDF Output ASA	$788.34
132-33	TIFF Output	$5,140.71
132-33	Hot Spare/Contingency TIFF Output	$3,042.46
132-34	TIFF Output ASA	$788.34
132-33	XML Output	$5,140.71
132-33	Hot Spare/Contingency XML Output	$3,042.46
132-34	XML Output ASA	$788.34
132-33	HTML Output	$5,140.71
132-33	Hot Spare/Contingency HTML Output	$3,042.46
132-34	HTML Output ASA	$788.34
132-33	Text Output	$5,140.71
132-33	Hot Spare/Contingency Text Output	$3,042.46
132-34	Text Output ASA	$788.34

Barr EOM System Requirements

The Barr Enterprise Output Manager requirements are described below for each component.
Note: These are basic recommendations. Specific requirements are dependent on the operating system,
expected production volume, and other applications.

Barr EOM Core Server

Software requirements

- Windows XP Professional, Windows Vista, Windows 7, Windows 2003 Server, or Windows 2008
  Server
- Microsoft .Net Framework version 3.5 Service Pack 1
- Microsoft SQL Server 2005 (SQL Server could be run on a separate server)
- RJE/NJE Requires Microsoft Windows XP Professional 32 or Microsoft Windows 2003 Server 32.

Hardware requirements for installing Barr EOM Services

- 3.0 GHz or equivalent multi-core processor
- 2 gigabytes (GB) of RAM without SQL Server Express (4 gigabytes with SQL Server Express).
- 500 GB hard drive

Barr EOM Web Server (Support for Web Clients)

Software requirements

- Windows XP Professional, Windows Vista, Windows 2003 Server, or Windows 2008 Server
- Microsoft .NET Framework version 3.5 Service Pack 1
- Microsoft SQL Server 2005 (SQL Server could be run on a separate server)
- Internet Information Server (IIS) version 5.1, 6.x, or 7.x

Hardware requirements

- 3.0 GHz or equivalent multi-core processor
- 2 gigabytes (GB) of RAM without SQL Server Express (4 gigabytes with SQL Server Express).
- 500 GB hard drive

Barr EOM (Remote Workstation)

Software requirements

- Windows XP Professional, Windows Vista, Windows 7, Windows 2003 Server, or Windows 2008
  Server
- Microsoft .NET Framework version 3.5 Service Pack 1
- RJE/NJE Requires Microsoft Windows XP Professional 32 or Microsoft Windows 2003 Server 32.

- Connection to Barr EOM Core Server

Hardware requirements

- 3.0 GHz or equivalent multi-core processor
- 2 gigabytes (GB) of RAM without SQL Server Express (4 gigabytes with SQL Server Express).
- 500 GB hard drive

Barr EOM Console

Software requirements

- Windows XP Professional, Windows Vista, Windows 7, Windows 2003 Server, or Windows 2008 Server
- Microsoft .Net Framework version 3.5 Service Pack 1
- Connection to Barr EOM Core Server

Hardware requirements

- 1.6 GHz processor
- 1 gigabytes (GB) of RAM (2 gigabytes with Microsoft Windows Vista)

Barr EOM Web Client

- Internet Explorer version 7.x and later.
- Firefox version 3.x and later.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1.   SCOPE

a.   The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b.   The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2.   PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a.   Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b.   The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c.   Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3.   ORDER

a.   Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b.   All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4.   PERFORMANCE OF SERVICES

a.   The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b.   The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c.   The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d.   Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a)   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

        (1)   Cancel the stop-work order; or

        (2)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b)   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

        (1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

        (2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c)   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d)   If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6.   INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7.   RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9.   INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10.   ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11.   INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12.   PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made

only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
    (1) The offeror;
    (2) Subcontractors; and/or
    (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13.   RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14.   INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15.   APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16.   DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

FPDS Service Categories

FPDS Code D307 - Automated Information System Design Integration Services:
Furnish technical support required from delivery of product through installation and integration to a fully functioning system. Include: Site preparation, Network analysis and design, COTs product evaluation and selection, Migration plan, Network configuration management plans, Communication interface analyses, LAN/WAN installation and integration, equipment acquisition, receipt, unpacking, relocation and inventory, assembly of system components, loading of software, testing and evaluation, customer training, acquisition support and documentation.

FPDS Code D308 - Programming Services:
Furnish software development of tailored programs and modification and enhancement of existing and/or COTs programs. Include: Design specifications, Code generation, Interoperability studies, Prototype development,

migration to match platform requirements, testing, debugging, verification and validation, Source code management, User interface design, Internet and multimedia development, Firewalls/Security, and acquisition support.

Detailed Description of Professional Services

Remote and On-Site Professional Services

Barr Systems Engineers conduct operator training and most configuration changes on Windows® systems via remote control. On-Site Services are available for customers without readily available technical staff. With Barr's On-Site Professional Services, clients have the opportunity to retain the services of of a fully-trained and experienced systems engineer, all of whom have a comprehensive knowledge of Barr products and environments. These professionals are available to come to the customer site to install, configure and set up the Barr solution. They are also available to train on the maintenance and issue resolution of Barr's software and hardware.

Our Professional Services are intended to provide clients with pre-installation and configuration services for the Barr system, as well as on-site installation and operator training.

Specific Types of Services

Barr Systems Engineers offer the following services with regard to Barr products and Barr-supplied third party products.

- Proof-of-concept
- Pre-installation and configuration
- On-site or remote installation
- On-site or remote system integration consulting
- On-site or remote problem resolution
- On-site training for operators and system administrators

Typical On-Site Agenda

Barr Systems Engineers will:

- Meet customers on-site to go over needs and expectations for the visit
- Install any necessary hardware in the PC
- Install software and configure host connections and printers
- Run diagnostic tests on Barr hardware
- Test host connections and printer connections
- Run test jobs through the system
- Assist with extensive testing on test and production jobs
- Provide Operator Training (multiple sessions, if needed)
- Deliver Administrator Training to person(s) responsible for maintenance of the system

Project Management

Barr insures projects are completed in a successful manner to meet the customer's expectations and in a timely fashion. Our Systems Engineers provide leadership and coordination of Professional Service projects for customers. They also act as a home-based resource for Systems Engineers in the field.

Additionally, they test customer data/requirements with our proposed solutions for Proof of Concept and evaluate third-party products for potential use in customer solutions.

Systems Integration

Systems Engineers, working with our Support Analysts, pre-configure Barr EOM on a PC purchased through Barr. We help determine the best overall solution for business requirements, then custom-build, pre-install and pre-test your product on a PC loaded to the agency's specifications. (See Descriptions above).

LABOR CATEGORY DESCRIPTION

Professional Services

Functional Responsibilities: Interface with clients on-site to determine their needs. Installation of any necessary Barr hardware on client's equipment. Provides on-site or remote system integration consulting to clients. Installation of software and configuration of Barr software including host connections, business rules and printers. Provides on-site or remote problem resolution and training for operators and system

Minimum Experience:

- 3+ years experience with PC hardware, software, and networks.
- 1+ years Microsoft Windows NT experience.
- Strong analytical and problem solving skills.
- Strong verbal and written communication skills.
- Individual who is self-motivated, organized and detail-oriented.
- Extensive travel is necessary (up to 95%).

Preferred Experience:

- Previous customer technical support experience.
- Data communications experience.
- Mainframe communications experience.
- Extensive Printer experience
- SNA gateway experience.
- MCSE (Windows NT)

Minimum Education: B.A. or B.S. degree or equivalent experience in a related field.

PRICING FOR IT PROFESSIONAL SERVICES

LABOR CATEGORY	GSA HOURLY RATE
Professional Services, Weekdays, Hourly	$210.94

BARR SYSTEMS

3. ADDITIONAL INFORMATION

USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

Barr Systems LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

POC: Ken Duffield
Telephone: 352-491-3105
Email: ken.duffield@barrsystems.com
Fax: 352-491-3105

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

Barr Systems

In the spirit of the Federal Acquisition Streamlining Act   (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

BARR SYSTEMS

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1)   The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER   *SPECIAL BPA DISCOUNT/PRICE

(2)   Delivery:

DESTINATION   DELIVERY SCHEDULES / DATES

(3)   The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4)   This BPA does not obligate any funds.

(5)   This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6)   The following office(s) is hereby authorized to place orders under this BPA:

OFFICE   POINT OF CONTACT

(7)   Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8)   Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a)   Name of Contractor;

(b)   Contract Number;

(c)   BPA Number;

(d)   Model Number or National Stock Number (NSN);

(e)   Purchase Order Number;

(f)   Date of Purchase;

(g)   Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h)   Date of Shipment.

(9)   The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10)   The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.

- Federal Supply Schedule Contractors may individually meet the customers needs, or -

- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

- Customers make a best value selection.